

3/26/2018
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RECORDING REQUESTED BY

AND WHEN RECORDED MAIL DOCUMENT TO:

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STREET
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Racell White
P.O. Box 5551
Diamond Bar, CA
91705


BOB DUTTON
 ASSESSOR - RECORDER - CLERK

P Counter

Doc# 2018-0103912



Titles	1	Pages	6
Fees		29.00	
Taxes		0.00	
CA SB2 Fee		75.00	
Others		0.00	
Paid		\$104.00	

SPACE ABOVE FOR RECORDER'S USE ONLY

FILED

MAR 27 2019

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

Power of Attorney
 Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

Reason for Exemption:

Exempt from fee per GC 27388.1, recorded in connection with a transfer subject to the imposition of documentary transfer tax (DTT), or

Exempt from fee per GC 27388.1, recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier, or

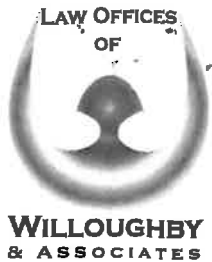
Exempt from fee per GC 27388.1, recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on _____ (date) as document number _____ of Official Records. (Cap. \$225.00)

Exempt from fee per GC 27388.1, fee cap of \$225.00 reached, and/or

Exempt from fee per GC 27388.1, not related to real property

Failure to include an exemption reason will result in the imposition of the \$75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
 (\$3.00 Additional Recording Fee Applies)



LAW OFFICES OF WILLOUGHBY & ASSOCIATES

GENERAL DURABLE POWER OF ATTORNEY

WARNING TO PERSON EXECUTING THIS DOCUMENT:

This is an important legal document. You should read this legal document carefully. It creates a durable power of attorney. By signing the general durable power of attorney, you are authorizing another person to act for you. Before executing this document, you should know these important facts:

- (1) This document provides the person you designate as your attorney in fact with broad powers to dispose, sell, convey and encumber your real and personal property.
- (2) This document provides the person you designate as your attorney in fact with broad powers over your medical and health decisions.
- (3) You have the right to revoke or terminate this power of attorney at any time, so long as you are competent.
- (4) This document will remain valid and in effect even if you become incapacitated and unable to make decisions for yourself.
- (5) You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original.
- (6) This document is effective immediately.

YOU SHOULD READ THIS DURABLE POWER OF ATTORNEY CAREFULLY. WHEN EFFECTIVE, THIS DURABLE POWER OF ATTORNEY WILL GIVE YOUR AGENT THE RIGHT TO DEAL WITH PROPERTY THAT YOU NOW HAVE OR MIGHT ACQUIRE IN THE FUTURE. THE DURABLE POWER OF ATTORNEY IS IMPORTANT TO YOU. IF YOU DO NOT UNDERSTAND THE DURABLE POWER OF ATTORNEY, OR ANY PROVISION OF IT, THEN YOU SHOULD OBTAIN THE ASSISTANCE OF AN ATTORNEY OR OTHER QUALIFIED PERSON.

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I, **Kenneth Leon Collins**, appoint **Racell Sharday White**, as my lawful attorney in fact, to act for me and in my place and stead. This power of attorney will allow **Racell Sharday White** to act on my behalf and in my place. The powers shall include the following:

KL (A) **Real property transactions.** *To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of California, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.*

KL (B) **Tangible personal property transactions.** *To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of California or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.*

KL (C) **Banking and other financial institution transactions.** *To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.*

KL **(D) Business operating transactions.** *To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.*

KL **(E) Insurance and annuity transactions.** *To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.*

KL **(F) Estate, trust, and other beneficiary transactions.** *To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.*

KL **(G) Personal and family maintenance.** *To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.*

KL **(H) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service.** *To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.*

KL **(I) Health Care Decisions.** *Consent or refuse consent to any care, treatment, service or procedure to maintain, diagnose, or otherwise affect a physical or mental condition. Select or discharge health care providers and institutions. Approve or disapprove diagnostic tests, surgical procedures, and programs of medication. Direct the provision, withholding, or withdrawal of artificial nutrition and hydration and all other forms of health care, including cardiopulmonary resuscitation. Make anatomical gifts, authorize an autopsy, and direct disposition of remains.*

KL **(J) Retirement plan transactions.** To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

KL **(K) Tax matters.** To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

This durable power of attorney shall remain in full force and effect until termination by Kenneth Leon Collins.

DATED: 1/18, 2018

Signed

KL Collins

Kenneth Leon Collins

Witness

Celaya Justice

(Printed Name)

Celaya Justice

(Signature)

Witness

Grace L Saldaña

(Printed Name)

Grace L Saldaña

(Signature)

GRACE L SALDANA

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ~~LOS ANGELES~~

County of *San Bernardino* *HP KC*

On this the 18 day of January, 2018, before me, Jose G. Perez Vazquez, Notary Public, personally appeared **Kenneth Leon Collins**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, GENERAL DURABLE POWER OF ATTORNEY, and acknowledged that she executed it. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signed


Notary public

